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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ELECTRONIC THEATRE
CONTROLS, INC. d/b/a ETC, a
Wisconsin Corporation,

Plaintiff,

v.

ELATION LIGHTING, INC., a Nevada
Corporation,

Defendant.

CASE NO.: 2:25-cv-00852 AH
(MAAx)

**STIPULATED PROTECTIVE
ORDER**

1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of
3 confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. Accordingly, the parties
6 hereby stipulate to and petition the Court to enter the following Stipulated
7 Protective Order. The parties acknowledge that this Stipulated Protective
8 Order does not confer blanket protections on all disclosures or responses to
9 discovery and that the protection it affords from public disclosure and use
10 extends only to the limited information or items that are entitled to
11 confidential treatment under the applicable legal principles. The parties
12 further acknowledge, as set forth in Section 13.3 below, that this Stipulated
13 Protective Order does not entitle them to file confidential information
14 under seal; Local Rule 79-5 sets forth the procedures that must be
15 followed and the standards that will be applied when a party seeks
16 permission from the Court to file material under seal.

17 **2. GOOD CAUSE STATEMENT**

18 This action is likely to involve trade secrets, customer and pricing
19 lists and other valuable research, development, and commercial, financial,
20 technical and/or proprietary information for which special protection from
21 public disclosure and from use for any purpose other than prosecution of
22 this action is warranted. Such confidential and proprietary materials and
23 information consist of, among other things, confidential business or
24 financial information, information regarding confidential business
25 practices, or other confidential research, development, or commercial
26 information (including information implicating privacy rights of third
27 parties), information otherwise generally unavailable to the public, or
28 which may be privileged or otherwise protected from disclosure under

1 state or federal statutes, court rules, case decisions, or common law.
2 Accordingly, to expedite the flow of information, to facilitate the prompt
3 resolution of disputes over confidentiality of discovery materials, to
4 adequately protect information the parties are entitled to keep confidential,
5 to ensure that the parties are permitted reasonable necessary uses of such
6 material in preparation for and in the conduct of trial, to address their
7 handling at the end of the litigation, and to serve the ends of justice, a
8 protective order for such information is justified in this matter. It is the
9 intent of the parties that information will not be designated as confidential
10 for tactical reasons and that nothing be so designated without a good faith
11 belief that it has been maintained in a confidential, non-public manner, and
12 there is good cause why it should not be part of the public record of this
13 case.

14
15 **3. DEFINITIONS**

16 3.1 Action: This pending federal lawsuit, Civil Action No. 2:25-
17 cv-00852 AH (MAA).

18 3.2 Challenging Party: A Party or Nonparty that challenges the
19 designation of information or items under this Stipulated
20 Protective Order.

21 3.3 “CONFIDENTIAL” Information or Items: Information
22 (regardless of how it is generated, stored or maintained) or
23 tangible things that qualify for protection under Federal Rule
24 of Civil Procedure 26(c), and as specified above in the Good
25 Cause Statement.

26 3.4 Counsel: Outside Counsel of Record and In-House Counsel
27 (as well as their support staff).
28

- 1 3.5 Designated House Counsel: One In-House Counsel who
2 seeks access to “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY” information in this Action.
- 4 3.6 Designating Party: A Party or Nonparty that designates
5 information or items that it produces in disclosures or in
6 responses to discovery as “CONFIDENTIAL,” “HIGHLY
7 CONFIDENTIAL – ATTORNEY’S EYES ONLY,” or
8 “HIGHLY CONFIDENTIAL – SOURCE CODE.”
- 9 3.7 Disclosure or Discovery Material: All items or information,
10 regardless of the medium or manner in which it is generated,
11 stored, or maintained (including, among other things,
12 testimony, transcripts, and tangible things), that are produced
13 or generated in disclosures or responses to discovery in this
14 matter.
- 15 3.8 Expert: A person with specialized knowledge or experience
16 in a matter pertinent to the litigation who has been retained by
17 a Party or its counsel to serve as an expert witness or as a
18 consultant in this Action.
- 19 3.9 “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
20 ONLY” Information or Items: Information that a Party
21 maintains as confidential in the ordinary course of business
22 that includes, without limitation, non-public business or
23 financial or technical information, trade secrets, marketing
24 plans, business plans, customer lists, pricing data, cost data,
25 customer orders, strategies, and research that is more
26 sensitive or strategic than CONFIDENTIAL information, the
27 disclosure of which is likely to significantly harm that Party’s
28 competitive position, or the disclosure of which would

1 contravene an obligation of confidentiality to a third person
2 or to a Court.

3 3.10 HIGHLY CONFIDENTIAL – SOURCE CODE” Information
4 or Items: Extremely sensitive “Confidential Information or
5 Items” representing computer code and associated comments
6 and revision histories, formulas, engineering specifications,
7 or schematics that define or otherwise describe in detail the
8 algorithms or structure of software or hardware designs,
9 disclosure of which to another Party or Non-Party would
10 create a substantial risk of serious harm that could not be
11 avoided by less restrictive means.

12 3.11 In-House Counsel: Attorneys who are employees of a party to
13 this Action. In-House Counsel does not include Outside
14 Counsel of Record or any other outside counsel.

15 3.12 Nonparty: Any natural person, partnership, corporation,
16 association, or other legal entity not named as a Party to this
17 action.

18 3.13 Outside Counsel of Record: Attorneys who are not employees
19 of a party to this Action but are retained to represent or advise
20 a party to this Action and have appeared in this Action on
21 behalf of that party or are affiliated with a law firm which has
22 appeared on behalf of that party, and includes support staff.

23 3.14 Party: Any party to this Action, including all of its officers,
24 directors, employees, consultants, retained experts, In-House
25 Counsel, and Outside Counsel of Record (and their support
26 staffs).

27 3.15 Producing Party: A Party or Nonparty that produces
28 Disclosure or Discovery Material in this Action.

1 3.16 Professional Vendors: Persons or entities that provide
2 litigation support services (e.g., photocopying, videotaping,
3 translating, preparing exhibits or demonstrations, and
4 organizing, storing, or retrieving data in any form or medium)
5 and their employees and subcontractors.

6 3.17 Protected Material: Any Disclosure or Discovery Material
7 that is designated as “CONFIDENTIAL,” “HIGHLY
8 CONFIDENTIAL – ATTORNEY’S EYES ONLY,” or
9 “HIGHLY CONFIDENTIAL – SOURCE CODE.”

10 3.18 Receiving Party: A Party that receives Disclosure or
11 Discovery Material from a Producing Party.

12
13 4. **SCOPE**

14 The protections conferred by this Stipulated Protective Order cover
15 not only Protected Material, but also (1) any information copied or
16 extracted from Protected Material; (2) all copies, excerpts, summaries, or
17 compilations of Protected Material; and (3) any testimony, conversations,
18 or presentations by Parties or their Counsel that might reveal Protected
19 Material. However, the protections conferred by this Stipulation and Order
20 do not cover the following information: (a) any information that was
21 publicly available at the time of disclosure to a Receiving Party or
22 becomes publicly available after its disclosure to a Receiving Party
23 through no action or fault of the Receiving Party; (b) any information that
24 was already in the Receiving Party’s possession or known to the
25 Receiving Party prior to being disclosed to or obtained by the Receiving
26 Party, provided that, the source of such information or material was not
27 bound by a contractual, legal or fiduciary obligation of confidentiality to
28 the Disclosing Party or any other party with respect thereto;(c) any

1 information that was or is obtained by the Receiving Party from a third
2 party, provided that, such third party was not bound by a contractual, legal
3 or fiduciary obligation of confidentiality to the Disclosing Party or any
4 other party with respect to such information or material; or (d) any
5 information that is independently developed by the Receiving Party
6 without reference to the Protected Material.

7 Any use of Protected Material at trial shall be governed by the
8 orders of the trial judge. This Stipulated Protective Order does not govern
9 the use of Protected Material at trial.

10 **5. DURATION**

11 Even after final disposition of this litigation, the confidentiality
12 obligations imposed by this Stipulated Protective Order shall remain in
13 effect until a Designating Party agrees otherwise in writing or a court order
14 otherwise directs. Final disposition shall be deemed to be the later of (1)
15 dismissal of all claims and defenses in this Action, with or without
16 prejudice; and (2) final judgment herein after the completion and
17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this
18 Action, including the time limits for filing any motions or applications for
19 extension of time pursuant to applicable law.

20 **6. DESIGNATING PROTECTED MATERIAL**

21 **6.1 Exercise of Restraint and Care in Designating Material for**
22 **Protection.**

23 Each Party or Nonparty that designates information or
24 items for protection under this Stipulated Protective Order
25 must take care to limit any such designation to specific
26 material that qualifies under the appropriate standards. The
27 Designating Party must designate for protection only those
28 parts of material, documents, items, or oral or written

1 communications that qualify so that other portions of the
2 material, documents, items, or communications for which
3 protection is not warranted are not swept unjustifiably within
4 the ambit of this Stipulated Protective Order.

5 Mass, indiscriminate, or routinized designations are
6 prohibited. Designations that are shown to be clearly
7 unjustified or that have been made for an improper purpose
8 (*e.g.*, to unnecessarily encumber the case development
9 process or to impose unnecessary expenses and burdens on
10 other parties) may expose the Designating Party to sanctions.

11 6.2 Manner and Timing of Designations.

12 Except as otherwise provided in this Stipulated
13 Protective Order (*see, e.g.*, Section 6.2(a)), or as otherwise
14 stipulated or ordered, Disclosure or Discovery Material that
15 qualifies for protection under this Stipulated Protective Order
16 must be clearly so designated before the material is disclosed
17 or produced.

18 Designation in conformity with this Stipulated
19 Protective Order requires the following:

- 20 (a) For information in documentary form (*e.g.*,
21 paper or electronic documents, but excluding
22 transcripts of depositions or other pretrial or trial
23 proceedings), that the Producing Party affix at a
24 minimum, the legend “CONFIDENTIAL”,
25 “HIGHLY CONFIDENTIAL – ATTORNEY’S
26 EYES ONLY”, or “HIGHLY CONFIDENTIAL
27 – SOURCE CODE” to each page that contains
28 protected material. If only a portion or portions

1 of the material on a page qualifies for protection,
2 the Producing Party also must clearly identify
3 the protected portion(s) (*e.g.*, by making
4 appropriate markings in the margins).

5 A Party or Nonparty that makes original
6 documents available for inspection need not
7 designate them for protection until after the
8 inspecting Party has indicated which documents
9 it would like copied and produced. During the
10 inspection and before the designation, all of the
11 material made available for inspection shall be
12 deemed “HIGHLY CONFIDENTIAL –
13 ATTORNEY’S EYES ONLY.” After the
14 inspecting Party has identified the documents it
15 wants copied and produced, the Producing Party
16 must determine which documents, or portions
17 thereof, qualify for protection under this
18 Stipulated Protective Order. Then, before
19 producing the specified documents, the
20 Producing Party must affix the legend
21 “CONFIDENTIAL”, “HIGHLY
22 CONFIDENTIAL – ATTORNEY’S EYES
23 ONLY”, or “HIGHLY CONFIDENTIAL –
24 SOURCE CODE” to each page that contains
25 Protected Material. If only a portion or portions
26 of the material on a page qualifies for protection,
27 the Producing Party also must clearly identify the
28

protected portion(s) (e.g., by making appropriate markings in the margins).

(b) For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition, all protected testimony and specify the level of protection being asserted. When it is impractical to identify separately each portion of testimony that is entitled to protection and it appears that substantial portions of the testimony may qualify for protection, the Designating Party may invoke on the record (before the deposition is concluded) a right to have up to 21 days from the delivery of the transcript to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted. Only those portions of the testimony that are appropriately designated for protection within the 21 days shall be covered by the provisions of this Stipulated Protective Order. Any transcript that is prepared before the expiration of a 21-day period for designation shall be treated during that period as if it had been designated “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY” in its entirety except to the extent any portion of the transcript is identified as “HIGHLY CONFIDENTIAL –

SOURCE CODE” or otherwise agreed. After the expiration of that period, the transcript shall be treated only as actually designated.

- (c) For information produced in nondocumentary form, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

6.3. Inadvertent Failure to Designate.

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Stipulated Protective Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulated Protective Order.

7. CHALLENGING CONFIDENTIALITY, HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY, AND HIGHLY CONFIDENTIAL – SOURCE CODE DESIGNATIONS

7.1. Timing of Challenges.

Any Party or Nonparty may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

7.2. Meet and Confer.

The Challenging Party shall initiate the dispute resolution process, which shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero's Procedures ("Mandatory Telephonic Conference for Discovery Disputes").¹

7.3. Burden of Persuasion.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

8. ACCESS TO AND USE OF PROTECTED MATERIALS

8.1 Basic Principles.

A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Nonparty in connection with this Action only for prosecuting, defending,

¹ Judge Audero's Procedures are available at <https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 or attempting to settle this Action. Such Protected Material
2 may be disclosed only to the categories of persons and under
3 the conditions described in this Stipulated Protective Order.
4 When the Action reaches a final disposition, a Receiving
5 Party must comply with the provisions of Section 14 below.

6 Protected Material must be stored and maintained by a
7 Receiving Party at a location and in a secure manner that
8 ensures that access is limited to the persons authorized under
9 this Stipulated Protective Order.

10 8.2 Disclosure of “CONFIDENTIAL” Information or Items.

11 Unless otherwise ordered by the Court or permitted in
12 writing by the Designating Party, a Receiving Party may
13 disclose any information or item designated
14 “CONFIDENTIAL” only to:

- 15 (a) The Receiving Party’s Outside Counsel of
16 Record, as well as employees of said Outside
17 Counsel of Record to whom it is reasonably
18 necessary to disclose the information for this
19 Action;
- 20 (b) The officers, directors, and employees (including
21 In-House Counsel) of the Receiving Party to
22 whom disclosure is reasonably necessary for this
23 Action;
- 24 (c) Experts of the Receiving Party to whom
25 disclosure is reasonably necessary for this Action
26 and who have signed the “Acknowledgment and
27 Agreement to Be Bound” (Exhibit A);
- 28 (d) The Court and its personnel;

- (e) Court reporters and their staff;
- (f) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to be Bound” (Exhibit A);
- (g) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- (h) During the depositions of (and their subsequent review of the transcript) (1) a Designating Party or a Designating Party’s employees, agents, or representatives, and (2) witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (ii) the witness will not be permitted to keep any confidential information unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and
- (i) Any mediator or settlement officer, and their

supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY” and “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items.

Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

- (a) The Receiving Party’s Outside Counsel of Record, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;
- (b) Designated In-House Counsel of the Receiving Party (1) who has no involvement in competitive decision-making, (2) to whom disclosure is reasonably necessary for this Action, (3) who has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), (4) who has been approved pursuant to procedure set forth in Section 9 below, and (5) except as otherwise provided in this Order;
- (c) Experts of the Receiving Party to whom disclosure is reasonably necessary for this Action and (1) who have signed the “Acknowledgment

1 and Agreement to Be Bound” (Exhibit A) and (2)
2 who have been approved pursuant to procedure
3 set forth in Section 9 below;

4 (d) The Court and its personnel;

5 (e) Court reporters and their staff;

6 (f) Professional jury or trial consultants, mock
7 jurors, and Professional Vendors to whom
8 disclosure is reasonably necessary or this Action
9 and who have signed the “Acknowledgment and
10 Agreement to be Bound” (Exhibit A);

11 (g) The author or recipient of a document containing
12 the information or a custodian or other person
13 who otherwise possessed or knew the
14 information;

15 (h) During the depositions of (and their subsequent
16 review of the transcript) a Designating Party or a
17 Designating Party’s employees, agents, or
18 representatives. Pages of transcribed deposition
19 testimony or exhibits to depositions that reveal
20 Protected Material may be separately bound by
21 the court reporter and may not be disclosed to
22 anyone except as permitted under this Stipulated
23 Protective Order; and

24 (i) Any mediator or settlement officer, and their
25 supporting personnel, mutually agreed upon by
26 any of the parties engaged in settlement
27 discussions.
28

1 **9. PROCEDURES FOR APPROVING OR OBJECTING TO**
2 **DISCLOSURE OF “HIGHLY CONFIDENTIAL –**
3 **ATTORNEY’S EYES ONLY” AND “HIGHLY**
4 **CONFIDENTIAL – SOURCE CODE” INFORMATION OR**
5 **ITEMS TO DESIGNATED IN-HOUSE COUNSEL AND**
6 **EXPERTS**

- 7 (a) A Party seeking to disclose to Designated House Counsel any
8 material designated HIGHLY CONFIDENTIAL –
9 ATTORNEY’S EYES ONLY must first make a written
10 request to the Designating Party providing the full name of the
11 inhouse counsel, the city and state of such counsel’s residence,
12 and such counsel’s current and reasonably foreseeable future
13 primary job duties and responsibilities in sufficient detail to
14 determine present or potential involvement in any competitive
15 decision making.
- 16 (b) A Receiving Party seeking to disclose to an Expert retained by
17 the Party any Disclosure or Discovery Material that has been
18 designated HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
19 ONLY or HIGHLY CONFIDENTIAL – SOURCE CODE may
20 only do so after the Expert signs the “Acknowledgement and
21 Agreement (Exhibit A) and the Receiving Party makes a written
22 request to the Designating Party that (1) sets forth the full name
23 of the Expert and the city and state of his or her primary
24 residence, (2) attaches a copy of the Expert’s current resume, (3)
25 identifies the Expert’s current employer(s), (4) identifies each
26 person or entity from whom the Expert has received
27 compensation or funding for work in his or her areas of expertise
28 (including in connection with litigation) in the past four years,

1 and (5) identifies (by name and number of the case, filing date,
2 and location of court) any litigation where the Expert has offered
3 expert testimony, including by declaration, report or testimony at
4 deposition or trial, in the past four years. If the Expert believes
5 any of this information at (3) - (5) is subject to a confidentiality
6 obligation to a Non-Party, then the Expert should provide
7 whatever information the Expert believes can be disclosed
8 without violating any confidentiality agreements, and the
9 Receiving Party seeking to disclose the information to the Expert
10 shall be available to meet and confer with the Designating Party
11 regarding any such confidentiality obligations.

- 12 (c) A Party that makes a request and provides the information
13 specified in Sections 9(a) or 9(b) may disclose the Protected
14 Material to the disclosed In-House Counsel or Expert unless,
15 within five days of delivering the request, the Party receives a
16 written objection from the Designating Party providing
17 detailed grounds for the objection.
- 18 (d) The Party challenging an objection shall initiate the dispute
19 resolution process, which shall comply with Local Rule 37.1
20 et seq., and with Section 4 of Judge Audero's Procedures
21 ("Mandatory Telephonic Conference for Discovery
22 Disputes").

23 **10. PROSECUTION BAR**

- 24 (a) Absent written consent from the Producing Party, any
25 individual who receives access to "HIGHLY
26 CONFIDENTIAL-ATTORNEY EYES ONLY" or
27 "HIGHLY CONFIDENTIAL - SOURCE CODE"
28 information that is subject to section 10(b) shall not be

involved in the prosecution of patents or patent applications relating to the subject matter of the patents asserted in this action, including without limitation the patents asserted in this action and any patent or application claiming priority to or otherwise related to the patents asserted in this action, before any foreign or domestic agency, including the United States Patent and Trademark Office (“the Patent Office”). For purposes of this paragraph, “prosecution” includes directly drafting, amending, advising, or otherwise influencing the scope or maintenance of patent claims, or overseeing or contributing to such activities. To avoid any doubt, “prosecution” as used in this paragraph does not include (i) representing a party challenging a patent before a domestic or foreign agency (including but not limited to, a reissue protest, *ex parte* reexamination, or *inter partes* proceeding). This Prosecution Bar shall begin when access to “HIGHLY CONFIDENTIAL–ATTORNEY EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information is first received by the affected individual and shall end one (1) year after final termination of this action.

- (b) Materials subject to this section 10 are limited to highly confidential technical documents concerning a Party’s product designs or concepts (hereafter, “Prosecution Bar Material”). Prosecution Bar Material must be designated as such by clearly and prominently marking it on its face as “PROSECUTION BAR MATERIAL.” A person’s failure to designate Prosecution Bar Material does not constitute forfeiture as to any other document, but paragraph 10 shall

not apply to individuals who receive Prosecution Bar Material that was not properly designated at the time of receipt. All disputes regarding the designation of Prosecution Bar Material shall be resolved in accordance with paragraph 7.

11. SOURCE CODE

- (a) To the extent source code is produced in this Action, a Producing Party may designate source code as “HIGHLY CONFIDENTIAL - SOURCE CODE” if it comprises or includes confidential, proprietary or trade secret source code.
- (b) Protected Material designated as “HIGHLY CONFIDENTIAL – SOURCE CODE” shall be subject to all of the protections afforded to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information, including the Prosecution Bar set forth in Section 10, and may be disclosed only to the individuals to whom “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information may be disclosed, as set forth in Sections 8.3 and 9, with the exception of Designated House Counsel. No Protected Material Designated “HIGHLY CONFIDENTIAL – SOURCE CODE” shall be shared with or otherwise disclosed to Designated House Counsel or any other In-House Counsel.
- (c) Any source code produced in discovery shall be made available for inspection, in a format allowing it to be reasonably reviewed and electronically searched, during normal business hours or at other mutually agreeable times, at an office of the Producing Party’s counsel or another mutually agreed upon location. The source code shall be

1 made available for inspection on a secured computer in a
2 secured room without Internet access or network access to
3 other computers, located in a room of sufficient size to
4 accommodate the Receiving Party's review. The Receiving
5 Party shall not copy, remove, or otherwise transfer any
6 portion of the source code onto any recordable media or
7 recordable device during the inspection, but the Receiving
8 Party may take notes by hand or by computer and may
9 annotate any paper copies of the source code during the
10 inspection. The Producing Party may visually monitor
11 (visually monitoring does not include staying in the review
12 room during the review) the activities of the Receiving
13 Party's representatives during any source code review, but
14 only to ensure that there is no unauthorized recording,
15 copying, or transmission of the source code.

16 (d) The Receiving Party may request paper copies of limited
17 portions of source code that are reasonably necessary for the
18 preparation of court filings, pleadings, expert reports, or other
19 papers, or for deposition or trial, but shall not request paper
20 copies for the purposes of reviewing the source code other
21 than electronically as set forth in paragraph (c) in the first
22 instance. The Producing Party shall provide all such source
23 code in paper form including bates numbers and the label
24 "HIGHLY CONFIDENTIAL - SOURCE CODE." The
25 Producing Party may challenge the amount of source code
26 requested in hard copy form pursuant to the dispute resolution
27 procedure and timeframes set forth in Section 7 whereby the
28 Producing Party is the "Challenging Party" and the Receiving

1 Party is the “Designating Party” for purposes of dispute
2 resolution.

3 (e) The Receiving Party shall maintain a record of any individual
4 who has inspected any portion of the source code in
5 electronic or paper form. The Receiving Party shall maintain
6 all paper copies of any printed portions of the source code in
7 a secured, locked area. The Receiving Party shall not create
8 any electronic or other images of the paper copies and shall
9 not convert any of the information contained in the paper
10 copies into any electronic format. The Receiving Party shall
11 not make additional copies unless such additional electronic
12 (PDF) or paper copies are (1) necessary to prepare court
13 filings, pleadings, or other papers (including a testifying
14 expert’s expert report), (2) necessary for deposition, or (3)
15 otherwise necessary for the preparation of its case. Any paper
16 copies used during a deposition shall be retrieved by the
17 Producing Party at the end of each day and must not be given
18 to or left with a court reporter or any other unauthorized
19 individual.

20 **12. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
21 **PRODUCED IN OTHER LITIGATION**

22 If a Party is served with a subpoena or a court order issued in other
23 litigation that compels disclosure of any information or items designated in
24 this Action as “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL –
25 ATTORNEY’S EYES ONLY”, or “HIGHLY CONFIDENTIAL –
26 SOURCE CODE” that Party must:

27 (a) Promptly notify in writing the Designating Party. Such
28 notification shall include a copy of the subpoena or court

order;

- (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”, or “HIGHLY CONFIDENTIAL – SOURCE CODE” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

13. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

10.1 Application.

The terms of this Stipulated Protective Order are applicable to information produced by a Nonparty in this Action and designated as “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY” Such information produced by Nonparties in connection with this

1 litigation is protected by the remedies and relief provided by
2 this Stipulated Protective Order. Nothing in these provisions
3 should be construed as prohibiting a Nonparty from seeking
4 additional protections.

5 10.2 Notification.

6 In the event that a Party is required, by a valid
7 discovery request, to produce a Nonparty's confidential
8 information in its possession, and the Party is subject to an
9 agreement with the Nonparty not to produce the Nonparty's
10 confidential information, then the Party shall:

- 11 (a) Promptly notify in writing the Requesting Party
12 and the Nonparty that some or all of the
13 information requested is subject to a
14 confidentiality agreement with a Nonparty;
15 (b) Promptly provide the Nonparty with a copy of
16 the Stipulated Protective Order in this Action, the
17 relevant discovery request(s), and a reasonably
18 specific description of the information requested;
19 and
20 (c) Make the information requested available for
21 inspection by the Nonparty, if requested.

22 10.3 Conditions of Production.

23 If the Nonparty fails to seek a protective order from this
24 Court within fourteen (14) days after receiving the notice and
25 accompanying information, the Receiving Party may produce
26 the Nonparty's confidential information responsive to the
27 discovery request. If the Nonparty timely seeks a protective
28 order, the Receiving Party shall not produce any information

1 in its possession or control that is subject to the confidentiality
2 agreement with the Nonparty before a determination by the
3 Court. Absent a court order to the contrary, the Nonparty
4 shall bear the burden and expense of seeking protection in this
5 Court of its Protected Material.

6 **14. UNAUTHORIZED DISCLOSURE OF PROTECTED**
7 **MATERIAL**

8 If a Receiving Party learns that, by inadvertence or otherwise, it has
9 disclosed Protected Material to any person or in any circumstance not
10 authorized under this Stipulated Protective Order, the Receiving Party
11 immediately must (1) notify in writing the Designating Party of the
12 unauthorized disclosures, (2) use its best efforts to retrieve all
13 unauthorized copies of the Protected Material, (3) inform the person or
14 persons to whom unauthorized disclosures were made of all the terms of
15 this Stipulated Protective Order, and (4) request such person or persons to
16 execute the “Acknowledgment and Agreement to be Bound” (Exhibit A).

17
18 **15. INADVERTENT PRODUCTION OF PRIVILEGED OR**
19 **OTHERWISE PROTECTED MATERIAL**

20 When a Producing Party gives notice to Receiving Parties that
21 certain inadvertently produced material is subject to a claim of privilege or
22 other protection, the obligations of the Receiving Parties are those set forth
23 in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not
24 intended to modify whatever procedure may be established in an e-
25 discovery order that provides for production without prior privilege
26 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
27 parties reach an agreement on the effect of disclosure of a communication
28 or information covered by the attorney-client privilege or work product

1 protection, the parties may incorporate their agreement in the Stipulated
2 Protective Order submitted to the Court.

3 **16. MISCELLANEOUS**

4 **13.1 Right to Further Relief.**

5 Nothing in this Stipulated Protective Order abridges the
6 right of any person to seek its modification by the Court in the
7 future.

8 **13.2 Right to Assert Other Objections.**

9 By stipulating to the entry of this Stipulated Protective
10 Order, no Party waives any right it otherwise would have to
11 object to disclosing or producing any information or item on
12 any ground not addressed in this Stipulated Protective Order.
13 Similarly, no Party waives any right to object on any ground
14 to use in evidence of any of the material covered by this
15 Stipulated Protective Order.

16 **13.3 Filing Protected Material.**

17 A Party that seeks to file under seal any Protected
18 Material must comply with Local Rule 79-5. Protected
19 Material may only be filed under seal pursuant to a court
20 order authorizing the sealing of the specific Protected Material
21 at issue. If a Party's request to file Protected Material under
22 seal is denied by the Court, then the Receiving Party may file
23 the information in the public record unless otherwise
24 instructed by the Court.

25 **17. FINAL DISPOSITION**

26 After the final disposition of this Action, within sixty (60) days of a
27 written request by the Designating Party, each Receiving Party must return
28 all Protected Material to the Producing Party or destroy such material. As

1 used in this subdivision, “all Protected Material” includes all copies,
2 abstracts, compilations, summaries, and any other format reproducing or
3 capturing any of the Protected Material. Whether the Protected Material is
4 returned or destroyed, the Receiving Party must submit a written
5 certification to the Producing Party (and, if not the same person or entity,
6 to the Designating Party) by the 60-day deadline that (1) identifies (by
7 category, where appropriate) all the Protected Material that was returned or
8 destroyed and (2) affirms that the Receiving Party has not retained any
9 copies, abstracts, compilations, summaries or any other format reproducing
10 or capturing any of the Protected Material. Notwithstanding this provision,
11 Counsel is entitled to retain an archival copy of all pleadings; motion
12 papers; trial, deposition, and hearing transcripts; legal memoranda;
13 correspondence; deposition and trial exhibits; expert reports; attorney work
14 product; and consultant and expert work product, even if such materials
15 contain Protected Material. Any such archival copies that contain or
16 constitute Protected Material remain subject to this Stipulated Protective
17 Order as set forth in Section 5.

18 **18. VIOLATION**

19 Any violation of this Stipulated Order may be punished by any and
20 all appropriate measures including, without limitation, contempt
21 proceedings and/or monetary sanctions.

22 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

1 Dated: October 20, 2025

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15
16 * Pursuant to Local Rule 5-4.3.4, the filer hereby attests that all
17 signatories listed, and on whose behalf the filing is submitted, concur in the
18 filing's content and have authorized the filing.
19

20 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

21
22
23 Dated: October 20, 2025



24 Maria A. Audero
United States Magistrate Judge
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of

_____ [address],
declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the United
States District Court for the Central District of California on _____
[date] in the case of _____
[case name and number]. I agree to comply with and to be bound by all
the terms of this Stipulated Protective Order, and I understand and
acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States
District Court for the Central District of California for the purpose of
enforcing the terms of this Stipulated Protective Order, even if such
enforcement proceedings occur after termination of this action. I hereby
appoint _____ [full name]
of _____ [address and telephone
number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Signature: _____

Printed Name: _____

Date: _____

City and State Where Sworn and Signed: _____